



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 70

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 56

RATES, TERMS AND CONDITIONS – SECTION 2

US-Unwind Surcredit – (continued)

Determination of the Unwind Surcredit (continued):

[T]

Where Surcredit is the per kWh factor calculated by dividing (a) the estimated Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) by (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.

Actual Adjustment is an adjustment which compensates for the difference between (a) the amount returned to Members through the application of the Surcredit factor and (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be re-determined annually with an effective date of April 1 of each calendar year.

Balance Adjustment is an adjustment that compensates for any over-or-under-recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales ("NSS") shall be the estimated kWh sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.
- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

[T]

DATE OF ISSUE September 4, 2013

DATE EFFECTIVE August 20, 2013

Mark A. Bailey

ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

8/20/2013

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider:

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section 3 – Special Rules, Terms, and Conditions: Discount Adjustment of this tariff for electric service provided by Big Rivers to its Members for all Rural Delivery Points served under Standard Rate Schedule RDS.

[T]
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Definitions:

Please see Section 4 for definitions common to all tariffs.

“Rural Customers” are retail customers of Members served under Standard Rate Schedule RDS.

RER Adjustment:

Big Rivers has established a Rural Economic Reserve (“RER”) regulatory liability account of \$60,855,790.94 (“RER Fund”) which will be used to credit the bills rendered to the Rural Customers pursuant to the Commission’s Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest, and is and will be invested in interest-bearing U.S. Treasury notes.

[T]

The RER Rider will draw on the RER Fund to mitigate the monthly impacts of the FAC and ES on each Rural Member’s bill, net of the credits received under the Unwind Surcredit and the Rebate Adjustment. Each month the RER will mitigate the dollar impact of billings under the FAC and ES less the total dollar amounts received under the Unwind Surcredit, less a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, less the EMA defined in the MRSM. The amount of the RER Rider credit provided to each Member system during the month will equal:

[T]

[T]

[T]

[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

RER Adjustment (continued):

- (i) the total amount of FAC charges associated with the RDS billing to the Member during the month, plus
- (ii) the total dollar amount of the ES associated with the RDS billing to the Member during the month, less
- (iii) the total dollar amount of the Unwind Surcredits associated with the RDS Credited to the member during the month, less
- (iv) one-twelfth (1/12) of any rebates associated with the Standard Rate Schedule RDS provided under the Rebate Adjustment during the current month or during any of the 11 preceding months, less [T]
- (v) the total dollar amount of the Expense Mitigation Adjustment (“EMA”) associated with the RDS charged to the Member during the month; provided that the amounts subtracted in items (iii), (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly RER Rider adjustment would be zero. [T]

If any portion of FAC or ES costs is transferred to or from base rates after July 17, 2009, then the RER Rider will account for any effect of such transfers so that the Rural Members will not see any impact on their bills, either positive or negative, of such transfers. [T]

During the last month of the RER Rider, the amount remaining in the Rural Economic Reserve will be prorated to each Member on the basis of the total FAC and ES charges applicable to Rural sales less credits under the Unwind Surcredit, less monthly prorated amounts under the Rebate Adjustment, and less the EMA as applicable. [T]

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RATES, TERMS AND CONDITIONS – SECTION 2

RER - Rural Economic Reserve Rider – (continued)

Expense Mitigation Adjustment (EMA):

[T]

The EMA for each month shall be the Expense Mitigation Factor multiplied by the Rural jurisdictional sales for the current expense month. The Expense Mitigation Factor used to calculate the EMA during any month in which the RER Rider is billed will be based on the EMF schedule established in the MRSM. Therefore, the appropriate EMF for a given month will be determined based on the original effective date of the MRSM (July 17, 2009) and the number of months the current month is past that date.

[T]

[T]

[T]

Term of RER Rider:

This RER Rider shall be effective beginning in the month in which the amounts in the Non-Smelter Economic Reserve (as described in the MRSM) are insufficient to fully fund the MRSM credit.

[T]

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SHEET NO. 59

RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

To all sales under Big Rivers' Standard Rate Schedule RDS, Standard Rate Schedule LIC, and Standard Rate Schedule LICX, but only to the extent of service priced under Standard Rate Schedule LIC. [T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described in the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Description:

The Non-Smelter Non-FAC PPA ("NSNFP") Factor shall be calculated as a per-kWh billing credit or charge applied on a monthly basis, for each applicable rate schedule as follows:

$$\text{NSNFP Factor} = \text{RA}_1 / \text{kWh}_1 \quad [T]$$

Where

RA_1 is the balance in the NSNFP Regulatory Account, established pursuant to the March 6, 2009 Order of the Commission in Case No. 2007-00455, as of June 30th of the current year and determined as provided below in the "Calculation of Purchased Power Expense" section; and [T]

kWh_1 is the estimated Non-Smelter Applicable Sales ("NSS"), defined below, for the twelve month service period beginning September 1st of the current year through and including August 31st of the following year. [T]

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

Description (continued):

[T]

The NSNFP Factor shall be calculated based upon the June 30th balance and applied to bills for service beginning September 1st of the current year. The current NSNFP Factor shall remain in place for service through and including August 31st of the following year, at which time it will be updated in accordance with the formula above.

An over- or under- recovery shall be calculated using actual amounts and shall be included in the NSNFP Regulatory Account balance for recovery in the subsequent period.

Special Conditions:

[T]

(1) First Twelve Months

[T]

For the initial implementation of this rate mechanism, the NSNFP Factor shall be designed to return the Regulatory Liability balance as of June 30, 2011, over twenty-four (24) months beginning with the bills for September 2011 service. After this factor has been in place for twenty-four (24) months, any remaining over- or under- recovery shall be included in the Non-FAC PPA Regulatory Account balance for recovery in the subsequent period.

(2) Second Twelve Months

[T]

For the service periods beginning September 1, 2012, and ending August 31, 2013, two NSNFP Factors shall be in place. The first is the credit for months thirteen (13) through month twenty-four (24) of the credit noted in the First Twelve Months section above. The second is the NSNFP Factor calculated in accordance with the standard formula:

$$\text{NSNFP Factor} = \text{RA}_2 / \text{kWh}_2$$

[T]

Where

RA_2 is the Non-FAC PPA Regulatory Account balance as of June 30, 2012, and

[T]

kWh_2 is the estimated Non-Smelter Applicable Sales ("NSS") for the twelve (12) months beginning September 1, 2012, through and including August 31, 2013.

[T]

[T]

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA - (continued)

The two NSNFP Factors will be applied simultaneously over the twelve month service period from September 1, 2012 to August 31, 2013.

(3) Third Twelve Months and Subsequent Twelve-Month Periods

[T]

For the service periods beginning September 1, 2013, only one NSNFP Factor shall be in place, calculated in accordance with the standard formula noted herein.

Calculation of Purchased Power Expense:

[T]

The monthly amount of Purchased Power Expense that is recorded in the NSNFP Regulatory Account (PP(x)) is determined as outlined below.

[T]

[T]

Definitions:

Please see Section 4 for definitions common to all tariffs.

[T]

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

“SEPA” is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

“Wholesale Smelter Agreements” are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

Determination of the PP(x):

The PP(x) shall be determined in accordance with the following formula:

$$PP(x) = (PP(m)/S(m) - PP(b)/S(b)) \times NSS(m)$$

Where PP(m) is the current Purchased Power Costs for the month; S(m) is the current Applicable Sales; PP(b) is the Purchase Power Cost for the base period; and S(b) is the sales in the base period. [T]

For the initial base period, PP(b)/S(b) (the "Purchased Power Base") is \$0.000874.

Purchased Power Costs (PP) shall be the sum of:

- (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, 555.152 and related accounts regarding Big Rivers' cost share of Henderson Municipal Power and Light's Station Two, and to Account No. 555.188 and related accounts regarding Big Rivers' purchase of back-up power for the Domtar cogenerator) including transmission and related costs that are expensed to Account 565.
- (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and
- (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

- (d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

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RATES, TERMS AND CONDITIONS – SECTION 2

NSNFP - Non-Smelter Non-FAC PPA – (continued)

Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including Standard Rate Schedule LIC and Standard Rate Schedule LICX, for resale to members of Members (other than by Kenergy to the Smelters and to Domtar for Backup Power Service), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements. [T]

Non-Smelter Applicable Sales (NSS) shall be all kilowatt-hours sold at wholesale by Big Rivers to its Members under all electric rate schedules, including Standard Rate Schedule LIC and Standard Rate Schedule LICX for resale to members of Member Cooperatives (other than by Kenergy to the Smelters and to Domtar for Backup Power Service). [T]

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions

Contract Demand:

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

Metering:

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

Electric Characteristics and Delivery Point(s):

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

Substations:

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for electric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Rate (continued):

[T]

the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

Discount Adjustment:

At the discretion of the Seller's Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

Monitoring Uses:

Seller shall review Member's usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the Member Cooperatives have SCADA systems which provide values of usage and, at times, are used for comparison whenever there appears to be a metering deviation. [T]

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Monitoring Uses: (continued)

[T]

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

Power Factor:

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at the time of maximum demand.

Right of Access:

Duly authorized representatives of either the Seller or Member shall be permitted to enter the premises of the other at all reasonable times in order to carry out the provisions of these Rates, Terms and Conditions for Furnishing Electric Service.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Continuity of Service:

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

Payment of Bills:

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

DATE OF ISSUE September 4, 2013

DATE EFFECTIVE August 20, 2013

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ISSUED BY:

Mark A. Bailey,
President and Chief Executive Officer

Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

8/20/2013

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 25

Original SHEET NO. 83

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 68

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program:

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures (“EOPs”) established and communicated by the MISO. Big Rivers relies on the MISO to determine and communicate directives or instructions when a transmission emergency is occurring in the Bulk Power System affecting Big Rivers’ transmission system operated at 100 kV or above. Big Rivers is obligated to follow the MISO EOPs. However, Big Rivers may also be required to implement the following Transmission Emergency Control Program in order to safely deliver power to its Members especially for the Big Rivers transmission system operated at below 100 kV.

[T]

a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers’ SCADA system available to its system supervisors in the energy control center. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

[T]

[T]

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Original SHEET NO. 84

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 69

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of the SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to the Member Cooperatives and any other wholesale customers in a manner consistent with the MISO's OATT curtailment provisions. Big Rivers' transmission department personnel, as well as the Members' personnel, will be dispatched to carry out any required manual switching operations. When the faulted line section has been isolated, the transmission department is notified of the faulted line section and performs the required line repairs and releases the line to the system supervisor for re-energization. [T]

(3) Widespread Emergency:

If a widespread transmission disturbance or the loss of service to multiple distribution substations exists, the system supervisor will declare an "extreme transmission emergency". [T]

Upon the declaration of an extreme transmission emergency, the Service Restoration Coordinator ("SRC") will be notified and immediately will assume an operating position in the energy control center area.

The system supervisor will proceed to sectionalize the line sections and restore service to as many substations as possible in a similar fashion as described in the Localized Emergency Section. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such way to minimize the interruption of electric service provided to the Member Cooperatives and other transmission customers.

The SRC will establish and maintain contact with the appropriate personnel from each affected Member Cooperative, Big Rivers' transmission department personnel, and the system supervisor. Restoration efforts will continue with the following steps:

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Original SHEET NO. 85

CANCELLING P.S.C. KY. No. 24

Original SHEET NO. 70

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Transmission Emergency Control Program: (continued)

- (a) The SRC coordinates the efforts of the transmission department and Member Cooperatives to determine the full extent of system damage. An estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available Member Cooperative work forces. [T]
- (b) If the system damages are so extensive that restoration with local labor only would result in prohibitively long outages, the SRC along with the transmission department and the Member Cooperatives' coordinator(s), will determine what additional equipment and labor is needed. [T]
- (c) The SRC will convey to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator will arrange to meet these needs from neighboring utilities. [T]
- (d) The SRC will establish a sequence of repair. This sequence is determined by working with the affected Member Cooperatives' coordinators who will have prioritized the restoration of their affected substations. The Member Cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (*i.e.*, weather, restoration times for various distribution substations, time of day, personnel available, *etc.*). The Member Cooperatives maintain a list of critical customers. This list will be used to help determine the sequence of restoration. [T]
- (e) The SRC will monitor the progress of the restoration effort and will convey this information to the appropriate individuals for public dissemination. [T]
- (f) Effectiveness and timeliness of the restoration is reviewed after-the-fact by the Big Rivers' Operation Committee for possible procedural improvements. [T]

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Original

SHEET NO. 86

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Original

SHEET NO. 71

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program:

As a member of the MISO, Big Rivers is bound by the Emergency Operating Procedures (“EOPs”) established and communicated by the MISO. Big Rivers relies on the MISO to determine, declare and communicate when a capacity or energy emergency is forecasted, occurring or has ended in the MISO Balancing Authority Area. The MISO provides instructions to Big Rivers to manage capacity and energy emergencies. Big Rivers is obligated to follow the MISO EOPs. However, should Big Rivers’ interconnection to the MISO be severed, by uncontrollable forces, Big Rivers may be required to implement the following Generation Deficiency Emergency Control Program in order to safely deliver power to its Members.

a. Purpose:

To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

b. Procedures:

(1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions, and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.

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SHEET NO. 72

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Generation Deficiency Emergency Control Program: (continued)

- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup or reserve generation (if any) will be initiated only to serve firm load requirements.
- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all Member Cooperatives' consumers to reduce power usage on a voluntary basis, make direct calls to large industrial consumers, and implement procedures of the Seller's Voluntary Price Curtailable Service Rider. [T]
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility control as well as working with the Member Cooperatives' representatives to accomplish this action at the distribution substations. [T]
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to Members' industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of Member Cooperatives. Determine amounts of load reduction required of each Member Cooperative and the anticipated length of curtailment. The Member Cooperatives will reduce load in accordance with their curtailment plans. Their curtailment plans will be developed considering the critical customers' loads on their systems. [T]

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Original SHEET NO. 88

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Original SHEET NO. 73

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program:

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers' system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

b. Procedures:

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

(1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:

- (a) Advise all Member Cooperatives of the number of day's burn remaining.
- (b) Optimize the use of non-coal-fired generation to the extent possible.
- (c) For individual plants with coal inventories significantly under Big Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.
- (d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

- (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
 - (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
 - (c) Curtail off-system short-term capacity sales.
 - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
 - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
 - (f) Through use of the news media, and working with the Member Cooperatives, directly appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

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RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

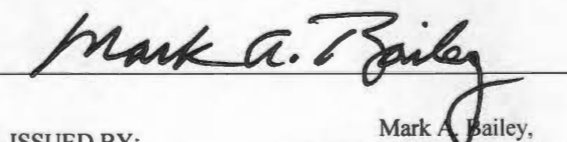
Fuel Emergency Control Program: (continued)

- (3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.
- (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the Commission or the FERC.
 - (c) Implement rolling native load curtailments.

[T]

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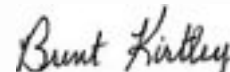


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SHEET NO. 91

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SHEET NO. 76

RATES, TERMS AND CONDITIONS – SECTION 3

Special Rules Terms and Conditions – (continued)

Fuel Emergency Control Program: (continued)

- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection of plant facilities, and employees' security.
- (6) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
- (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.

c. Termination of Fuel Emergency:

[T]

The Fuel Emergency Control Program shall be terminated upon notice to the Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

[T]

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Original

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RATES, TERMS AND CONDITIONS – SECTION 4

Definitions -

Unless stated otherwise within these Rates, Terms and Conditions, the following abbreviations and phrases will have the following meanings as of the effective date of this tariff –

1. "Big Rivers" shall mean Big Rivers Electric Corporation.
2. "Commission" shall mean the Kentucky Public Service Commission. [T]
3. "CPT" shall mean the prevailing time in the Central Time Zone of the United States.
4. "DSM" shall mean Demand-Side Management.
5. "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999. [T]
6. "FERC" shall mean the Federal Energy Regulatory Commission. [T]
7. "Kenergy" shall mean Kenergy Corp. [T]
8. "Member" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
9. "Member Cooperative" shall mean Jackson Purchase Energy Corporation, Kenergy Corp., or Meade County Rural Electric Cooperative Corporation. [T]
10. "Member Cooperatives" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation. [T]
11. "Members" shall mean, collectively, Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Cooperative Corporation. [T]

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RATES, TERMS AND CONDITIONS – SECTION 4

Definitions – (continued)

12. "MISO" shall mean the Midwest Independent Transmission System Operator, Inc., or any successor entity. [T]
13. "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999. [T]
14. "OATT" shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as revised from time to time. [T]
15. "Rural Customers" are retail customers of Members served under Standard Rate Schedule RDS. [T]
16. "SEPA" shall mean the Southeastern Power Administration, an agency of the U.S. Department of Energy or any successor agency. [T]
17. "Seller" shall mean Big Rivers Electric Corporation. [T]
18. "Smelter" is the aluminum reduction facility of either Alcan Primary Products Corporation or Century Aluminum of Kentucky General Partnership. [T]
19. "Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter. [T]
20. "Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements. [T]
21. "Third-Party Supplier" or "Third-Party Suppliers" shall mean any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light. [T]
[T]

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